

# **SINDH HIGH COURT, KARACHI**

NO.SHC/Resident-II/Tender-III

DATED:19-12-2017

## **TENDER NOTICE**

The Sindh High Court, Karachi invites sealed Tenders on standard bidding documents from the interested firms/service providers registered with the relevant tax/ regulatory authorities for following items/ services, as per SPPRA 2010 (Amended 2017).

S.No.	Description	Date & time of Submission of Bids	Date & time of Opening of Technical Proposals	Bidding Method	Bid Security
1	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court  (10 Mbps CIR with 8 Static IPS) & (8 Mbps CIR with 8 Static IPS)	On or before 12 <sup>th</sup> January, 2018 at 10:00 a.m.	12 <sup>th</sup> January, 2018 at 10:30 a.m.	Single Stage Two Envelopes method.	1% of total annual fee.
2	Contract for staff canteen	On or before 12 <sup>th</sup> January, 2018 at 11:00 a.m.	12 <sup>th</sup> January, 2018 at 11:30 a.m.	Single Stage One Envelope method.	Rs. 10,000/-.

- 1) Tender documents which include full details and other terms & conditions can be downloaded **free of cost** from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk) from 23<sup>rd</sup> December, 2017.
- 2) The bid documents should be submitted in the office of Director General (Finance & Accounts) Sindh High Court, Saddar, Karachi on date and time as mentioned above.
- 3) Bids will be opened in the office of the Director General (Finance & Accounts) in presence of bidders or their authorized representatives who wish to be present as well as the committee constituted for the purpose.
- 4) In case of any holiday, the tender shall be received/ opened on next working day at same place and time.
- 5) Date and time of opening of financial proposals (for internet services) of technically qualified bids will be communicated to the bidders in advance.

6) Bids must contain **BID SECURITY** as mentioned above, in the shape of **"BID SECURITY FORM"** OR **"PAY ORDER"** in favour of REGISTRAR, HIGH COURT OF SINDH.

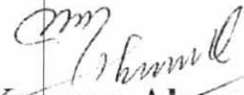
Bid Security of unsuccessful bidders will be released after signing of contract with the successful bidders or before expiry of validity period i.e. 90 days.

SPPRA INWARD DIARY

JO : 3788

DATED : 21-12-17

- 8) The other terms and conditions are mentioned in the tender document and, therefore, the bidder will have to sign each and every page of tender document while submitting bids.
- 9) The Sindh High Court reserves the right to accept/reject any or all offers subject to relevant rule of SPPRA 2010 (Amended 2017).
- 10) Please contact Mr. Muhammad Faiz Alam (Contact No. 021-99203151-9 Ext 234, Fax No. 99203221 & 99203224) for any information and query.

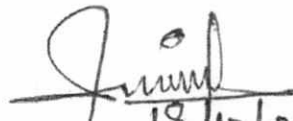
  
(Kamran Ahmed Hamidi)  
Director General (F & A)  
For: REGISTRAR

End: NO.SHC/Resident-II/Tender-II

DATED: 19-12-2017

Copy for information and necessary action to:-

1. The Director Information (Advertisement) Govt. of Sindh, Block No.95-96, Sindh Secretariat Karachi, with a request that this tender notice may please be got published in three leading Newspapers i.e. *Jang, Dawn & Kawish* at the earliest (Ten copies enclosed).
2. The Director, Sindh Public Procurement Regulatory Authority with request to upload the tender documents on the official website of SPPRA.
3. The Director (I.T), Sindh High Court with request to upload NIT and tender documents on official website of this Court.
4. The Accountant General Sindh, Karachi.
5. Secretary to the Hon'ble Chief Justice.
6. Members of Procurement Committee of this Court.
7. P.A to the learned Registrar.
8. Office Order File.

  
19/12/2017  
R&I Incharge  
Advertisement Section  
Information Department  
Govt. of Sindh, Karachi

  
I/C: A.R, RESIDENT-II  
For: REGISTRAR

## THE HIGH COURT OF SINDH KARACHI

No.Gaz/H.C.Estb. (Assignment),

Karachi, dated the 9<sup>th</sup> September, 2017

### ORDER

The Hon'ble Chief Justice has been pleased to constitute Procurement Committees and Redressal Committee as mentioned below:-

Name of Committees	Domain/Functions	Members
Technical Procurement Committee	Procurement of I.T. related assets	1. Director General (F & A), Chairman 2. Deputy Director I.T. (Software), Member 3. Nominee of A.G. Sindh, Member
Non-technical Procurement Committee	Procurement of all types of assets excluding I.T. related assets	1. Director General (F & A), Chairman 2. Deputy Registrar (Accounts), Member 3. Nominee of A.G. Sindh, Member
Complaint Redressal Committee	To address the complaints of bidders that may occur during the procurement proceedings.	1. Learned Registrar, Chairman 2. Learned M.I.T-II, Member 3. Nominee of A.G. Sindh, Member 4. Member Technical (Independent)

( Ghulam Rasool Samoon )  
REGISTRAR

Copy forwarded for information to:-

1. The Accountant General Sindh, Karachi.
2. The Additional Registrar, High Court of Sindh, Bench at Sukkur and Circuit Courts Hyderabad and Larkana.
3. All the Officers/Assistant Registrars/Librarian of this Court.
4. The Senior Medical Officer, Sindh High Court Clinic, Karachi.
5. All the Court Associates to Hon'ble Judges for placing before the Hon'ble Judges.
6. The Media Coordinator of this Court.
7. Office Order File.

I/C Assistant Registrar (Gazette)

THE HIGH COURT OF SINDH KARACHI

No.Gaz/H.C.Estb. (Assignment)

Karachi, dated the 19<sup>th</sup> October, 2017

CORRIGENDUM

In corrigendum of this Court's Order of even number dated the 9<sup>th</sup> September, 2017, in terms of Clause (a) and (b) of Sub-section (2) of Rule 31 of Sindh Public Procurement Rules, 2010, the Complaint Redressal Committee will comprise as under:-

- |      |                                     |          |
|------|-------------------------------------|----------|
| i.   | Learned Registrar                   | Chairman |
| ii.  | Nominee of Accountant General Sindh | Member   |
| iii. | Member Technical (Independent)      | Member   |

( Ghulam Rasool Samoon )  
REGISTRAR

Copy forwarded for information to:-

1. The Accountant General Sindh, Karachi.
2. The Additional Registrars, High Court of Sindh, Bench at Sukkur and Circuit Courts Hyderabad and Larkana.
3. All the Officers/Assistant Registrars/Librarian of this Court.
4. The Senior Medical Officer, Sindh High Court Clinic, Karachi.
5. All the Court Associates to Hon'ble Judges for placing before the Hon'ble Judges.
6. The Media Coordinator of this Court.
7. Office Order File.

( Bashir Ahmed Lalwani )  
Assistant Registrar (Gazette)

### ANNUAL PROCUREMENT PLAN FOR THE YEAR 2017-2018

S.No	Name of Procurement (Description)	Head of Account	Allocation Rs.	Estimated Cost	Procurement Procedure	Procurement Methods	Tentative Date of Procurement Notice	Tentative Date of award of Contract	Tentative Delivery Schedule	Tentative Completion Date
1	General Items	A03970	73,50,000		Single Stage one envelope	Tender	2 <sup>nd</sup> October, 2017	December, 2017		
2	Stationery	A03901	68,25,000		Single Stage one envelope	Tender	2 <sup>nd</sup> October, 2017	December, 2017		
3	Printing & Publication	A03902	57,75,000		Single Stage one envelope	Tender	2 <sup>nd</sup> October, 2017	December, 2017		
4	Purchases of Furniture	A09701	70,00,000		Single Stage two envelopes	Tender	2 <sup>nd</sup> October, 2017	December, 2017		
5	Purchase of Machines	A09601	1,31,60,000		Single Stage two envelopes	Tender	2 <sup>nd</sup> October, 2017	December, 2017		
6	Newspaper & Books	A03905	58,01,000		Single Stage two envelopes	Tender				
7	I.T Equipment	A092	58,20,000		Single Stage two envelopes	Tender	23 <sup>rd</sup> December, 2017	February, 2018		
8	Video Conferencing Equipment	PJDF	56,25,000		Single Stage two envelopes	Tender	17 <sup>th</sup> November, 2017	December, 2017		
9	20 KVA Diesel Generators	PUA A09601	60,00,000		Single Stage two envelopes	Tender	17 <sup>th</sup> November, 2017	December, 2017		

# SINDH HIGH COURT, KARACHI

## **TENDER DOCUMENT FOR THE YEAR 2017-2018**

**Tender Reference No.2**

**Dated: 23-12-2017**

**Contract for Staff Canteen**

**Tender issued to M/s. \_\_\_\_\_**

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## 1. INTRODUCTION

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested in availing the services of reputed contractor/service provider **to run & manage staff canteen near motor bike parking area**, as mentioned in tender document, from your esteemed firm / agency for one financial year.

Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk)

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope.

Please mention **"Tender Number"** at top left corner of the envelope. SHC reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

Kindly submit **Rs. 10,000/- as bid security** in the shape of **"BID SECURITY FORM"** OR **"PAY ORDER IN FAVOUR OF REGISTRAR, HIGH COURT OF SINDH"**.

## 2. INSTRUCTIONS:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. **Moreover, attach required supporting documents according to the requirement.**
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender document which includes full details of items and other terms & conditions may be downloaded **free of cost** from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk)
- (d) **The last date to submit the Tender Document, in sealed envelopes is on or before 12<sup>th</sup> January, 2018 by 11:00 a.m.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. **The bids proposals will be opened on the same day at 11:30 a.m.** in the presence of representatives who may care to attend. Date and time of opening of financial proposals of technically qualified bids will be communicated to successful bidders in advance.
- (e) **Bid Security of Rs. 10,000/-** will be deposited along with Tender Document in shape of PAY ORDER / SECURITY FORM only in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.
- (f) Should you need further any assistance / guidance please feel free to contact with Mr. Muhammad Faiz Alam Contact No. 021-99203151 Ext 234 Cell No.0321-2032357.
- (g) Kindly mentioned **"Tender Number"** at top left corner of the envelope.



### 3. ELIGIBILITY CRITERIA

Kindly attach all relevant documents for evaluating the eligibility criteria.

S.No.	Eligibility Criteria	Requirement
1	Profile of firm/ service provider along with relevant documents.	Mandatory
2	Registration with relevant tax/regulatory authorities. (copies required)	Mandatory
3	At least ten years' experience of running/ managing canteen of offices.	Mandatory
4	Financial turnover of at least 50 million during the last five years. (bank statement and income statement required)	Mandatory
5	Agreements/ Contracts with at least ten (10) government and five (03) private sector organizations. (copies required)	Mandatory
6	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory

### 4. QUALITY AND STANDARD OF MATERIAL

The material to be used for preparation of the food stuff shall be fresh, halal, hygienic and standard quality.

### 5. RENT OF CANTEEN

No monthly rent will be charged for staff canteen. In lieu of monthly rent, contractor will provide food items to all staff members of Sindh High Court on subsidized rates. Staff will display their identity card at the time of payment in canteen.

### 6. UTILITY BILLS OF CANTEEN

All utility bills would be paid by the successful contractor on monthly basis and copies of the same shall be submitted to the office of the Secretary Services on monthly basis.

### 7. STAFF OF CANTEEN

The contractor will be required to engage adequate staff including cook, bearer, on his own account. The contractor shall not make any change in his staff without providing security clearance to the satisfaction of the SHC. The canteen staff hired by the contractor shall wear neat and clean prescribed uniform, gloves, shoes and caps to be provided by the contractor.

## 8. SECURITY CLEARANCE OF STAFF OF CANTEEN

The contractor shall provide security clearance from Police/Security Division of SHC for his staff visiting / posted at canteen of SHC in connection with the operation of the canteen at his own expenses. Also the contractor/his staff whether labor or other category will be required to establish identity at the gates of the SHC through his National Identity card. Contractor and his staff will be subject to standing security orders and instructions in force added, modified and amended from time to time by Government and the SHC.

## 9. ARTICLES FOR CANTEEN

All furniture, electrical items, stove, canteen items etc will be brought by the successful contractor/ bidder. The contractor will keep canteen neat & clean and in hygienic condition.

## 10. TIMING OF CANTEEN

The canteen shall remain open on all working days according to working hours fixed by SHC and the contractor shall checkup the working hours from the Office of the Secretary Services.

## 11. FINANCIAL PROPOSAL

- 1) Contractor/ bidders are advised to visit/ inspect Staff Canteen near motor bike parking before submitting financial proposal.
- 2) Rates should be inclusive of all taxes.
- 3) Financial Proposal should include detail description as per following formats. Bidder/ contractor may use extra sheet if so required.

### 11.1 BREAK FAST ITEM

Day	Item	Quantity	Quality		Subsidize Rate for staff
Day 1					
Day 2					
Day 3					

Day 4				
Day 5				
Day 6				

#### 11.2 LUNCH ITEM

Day	Item	Quantity	Quality	Subsidize Rate for staff
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				
Day 6				

#### 11.3 DAILY MISC ITEMS

Item	Quantity	Quality	Subsidize Rate for staff

## 12. PENALTY CLAUSE

In case the Contractor's Service/ quality of food is found unsatisfactory and if in spite of written warning from SHC the Contractor fails to improve the service up to the satisfaction of SHC within three days from receipt of said warning, SHC shall impose a penalty per deficiency of **Rs.50,000/-**. Notwithstanding the aforesaid procedure on account of poor performance by the contractor, SHC has right of terminate of contract by giving 90 days' notice without assigning any reason thereof.

## 13. OTHER TERMS & CONDITIONS:

1. Tender document which includes full details of items and other terms & conditions can be downloaded free of cost from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk).
2. **Single Stage-One Envelope** method will be adopted for bidding process as per rules.
3. Company Profile along with relevant documents be attached with this document.
4. Contract may be awarded to the best evaluated bid on the basis of experience, rates, quantity and quality of food items.
5. The contract will be for one year from the date of signing of contract.
6. If any loss or damage is caused to SHC's property by the contractor or any of its employees or agent such loss or damage shall be made good forthwith by the contractor at its own cost.
7. All Government taxes will be charged as per applicable rates
8. All matters of dispute or differences arising out of the agreement, the settlement of which is not otherwise specifically provided in the agreement, shall be referred for Arbitration. The Registrar, SHC, or his nominee shall act as sole arbitrator whose decision shall be final and binding. The services under this agreement shall continue during the proceedings before the said authority and no payment due to or payable by SHC shall be withheld on account of such proceedings. The seat of the arbitration shall be at SHC Head Office Karachi. The parties hereto agree to the exclusive jurisdiction of court at Karachi.

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Stamp & Signature

#### 14. FORMAT OF BID FORM

To,  
The Learned Registrar,  
High Court of Sindh,  
Karachi

Sir,

Having examined the bidding documents, we, the undersigned, offer our services for the  
“\_\_\_\_\_” in conformity with the said bidding documents for the Total Bid Price of Pak  
Rupees (in figures \_\_\_\_\_ in words \_\_\_\_\_)

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and  
made part of this bid.

We undertake, if our bid is accepted, to complete the works in accordance with the Contract Execution  
Schedule. If our Bid is accepted, we will provide the performance security in the sum equivalent to 10%  
for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening of  
the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before  
the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance  
thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2018

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## 15. BID SECURITY FORM

WHEREAS [Name of Bidder] (hereinafter called "the Bidder" has submitted its bid dated [date] for the "Running/ management of Staff Canteen near motor bike parking area", (hereinafter called "the Bid").

KNOW ALL MEN by these presents that we [Name of the Bank] of [Name of Country] having our registered office at [Address of Bank] (hereinafter called "the Bank") are bound into the Registrar, High Court of Sindh, Karachi, Pakistan (hereinafter called "the Purchaser") in the sum of ----, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2018

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested. or

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

By [Bank].  
(Title)  
Authorized Representative

16. PERFORMANCE SECURITY FORM

To,  
The Learned Registrar,  
High Court of Sindh,  
Karachi

WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in pursuance of the bid for " \_\_\_\_\_", dated \_\_\_\_\_ 2018, (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of [Amount of the guarantee in words and figures] , and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 2018, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Seal \_\_\_\_\_

# **SINDH HIGH COURT, KARACHI**

## **TENDER DOCUMENT FOR THE YEAR 2017-2018**

**Tender Reference No.01**

**Dated: 23-12-2017**

**Hiring of Fiber Optic Internet Services**

**Tender issued to M/s. \_\_\_\_\_**



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## 1. INTRODUCTION

Dear Tenderer:

The **SINDH HIGH COURT (SHC)** is the highest judicial institution of the province of Sindh. We are interested in **hiring of Fiber Optic Internet Services** as mentioned in tender document, from your esteemed firm / agency for one financial year. The rates shall be valid for full term of the contract.

Tender document which includes full details of items and other terms & conditions can be downloaded **free of cost** from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk)

You are requested to attach firm / agency profile etc. along with the Tender Document. Financial Proposal should be submitted in sealed envelope.

Please mention "**Tender Number**" at top left corner of the envelope. SHC reserves the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

## 2. INSTRUCTIONS:

- (a) The Sindh High Court, Karachi (SHC) expects that aspirant vendors should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender document meticulously and sign & stamp each and every page. **Moreover, attach required supporting documents according to the requirement.**
- (b) It is of utmost important to fill in the Tender Form in writing in ink or type. Do not leave any column/item blank. **If you want to leave the item/column un-answered please, write "Doesn't Apply/Doesn't Arise".** If you need more space please attach a paper & clearly mention item/column name or number etc. that referred the column/item of the Tender Form.
- (c) Tender document which includes full details of items and other terms & conditions may be downloaded **free of cost** from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk)
- (d) **The last date to submit the Tender Document, separate technical & financial proposals in sealed envelopes is on or before 12<sup>th</sup> January, 2018 by 10:00 a.m.** in the Office of the Director General (Finance & Accounts), Sindh High Court, Karachi. **The technical proposals will be opened on the same day at 10:30 a.m.** in the presence of representatives who may care to attend. Date and time of opening of **financial proposals** of technically qualified bids will be communicated to the technically qualified bidders in advance.
- (e) **Bid Security of 1% of total annual fee** will be submitted along with Tender Document in shape of "PAY ORDER" OR "BID SECURITY FORM" only in the name of Registrar, Sindh High Court, Karachi, Karachi. Bid Security should be placed in sealed financial proposal.
- (f) Should you need further any assistance / guidance please feel free to contact with the Deputy Director I.T (Software) Contact No. 021-99203151 Ext 290.
- (g) Kindly mentioned "**Tender Number**" at top left corner of the envelope.

## 3. ELIGIBILITY CRITERIA

S.No.	Eligibility Criteria	Requirement
1	Profile of company/ firm along with relevant documents	Mandatory

2	Registration with relevant tax/regulatory authorities (copies required)	Mandatory
4	At least ten (10) similar projects in Government/ Private Sector during the last three (03) years.	Mandatory
5	Total Financial turnover of at least Rs. 20 million during the last three years. (financial statements and bank statements are required)	Mandatory
6	Undertaking on judicial stamp paper that firm has never been blacklisted by any government semi government, autonomous and stated owned organization.	Mandatory

#### 4. TECHNICAL PROPOSAL:

Technical Proposal should include detail description as per following requirement of Sindh High Court.

No. OF CONNECTIONS	DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs
1 <sup>st</sup>	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	10 Mbps CIR	8 Static IPs
2 <sup>nd</sup>	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	8 Mbps CIR	8 Static IPs

1. CIR (**Committed Information Rate**) Internet Bandwidth Over Fiber Optic Cable.
2. The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by Technical Staff of IT Department Sindh High Court.
3. To keep the internet connectivity up to its maximum extent and running, Services Level Agreement (SLA) uptime should be 99.30%.
4. Vendor should be a Major Bandwidth Distributor (*having own Fiber Optic Cable*).
5. Primary Media should be Optical Fiber Cable.
6. Redundant / Backup/ Secondary Media should also be the same (i.e. Redundant Fiber Optic Cable).
7. In case of any failover, the route of redundant/ back-up link must be different from primary Fiber Optic Cable path.
8. The internet connectivity along with all related devices /equipment e.g. switches, routers, modules, convertors etc. will be directly terminated in the Data Center of SHC.
9. Internet connectivity from Primary to Backup/Redundant links must be auto swapped in case of any failover.
10. All civil work e.g. installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of SHC will be the responsibility of the vendor/ firm/ ISP.

#### 5. FINANCIAL PROPOSAL:

1. Financial proposal should be sealed in separate envelope.

2. Monthly Service Fee should be inclusive of all types of taxes, rental fee of equipment, software etc. Only fixed monthly fee will be paid by Sindh High Court on provision of invoice after each preceding month. All other charges (if any) will be responsibility of the service provider.

No. OF CONNECTIONS	DESCRIPTION	REQUIRED BANDWIDTH	STATIC / LIVE IPs	Monthly service fee inclusive of all taxes etc.
1 <sup>st</sup>	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	10 Mbps CIR	8 Static IPs	XXX
2 <sup>nd</sup>	Provision of Internet Bandwidth Services over Fiber Optic Cable at Data Center, I.T. Department, Sindh High Court (SHC)	8 Mbps CIR	8 Static IPs	XXX
	<b>Total service fee inclusive of all taxes, rental fee etc.</b>			<b>XXX</b>

#### 6. TERMS & CONDITIONS:

1. Tender document which includes full details of items and other terms & conditions can be downloaded free of cost from [www.sindhhighcourt.gov.pk](http://www.sindhhighcourt.gov.pk) and [www.spprasindh.gov.pk](http://www.spprasindh.gov.pk).
2. Single Stage-Two Envelope method will be adopted for bidding process as per rules.
3. Company Profile along with relevant documents be attached with this document.
4. The rates quoted shall remain valid for one financial year.
5. Bid(s) shall be in Pak rupees only and inclusive of all taxes i.e. GST etc.
6. The bidder should quote its rates clearly, in the Financial Proposal in both figures and words.
7. No advance payment shall be made against the supply of equipment / software mentioned in this bidding document.
8. The provided equipment shall remain property of the successful service provider, whereas SHC shall pay rent of the equipment, included in the monthly charges.
9. The equipment / software should be arranged through the legal channels by providing all duties/taxes (if any) levied by the Govt. and towards this end.
10. Successful service provider shall ensure secure connectivity.
11. Service provider will be responsible for the safe supply of equipment / software at SHC, Karachi.

12. Cost of complete installation of the equipment, including cost of router, firewall, wireless equipment, pole etc. will be responsibility of the service provider, as these will be provided on rental basis and included in the fixed monthly charges.
13. Regular monthly charges will be paid on provision of invoice after each preceding month.
14. Sindh High Court reserves the rights to cancel the tender, accept or reject any tender as per rules.
15. No transportation charges will be paid for any of the services.
16. The contract shall be terminated in case of violation of terms and conditions by the contractors.
17. All bids must be accompanied by an earnest money/ security of **1% of total annual fee**. The bid security of unsuccessful bidder will be released by SHC after award of work or after expiry of bid validity period as per rules whereas the bid security money of unsuccessful bidder will be released after the submission of performance security equivalent to 10% of contract price.
18. In case of any difference or dispute arises between the parties, the same shall be dealt with as per rules.
19. All rules, regulations and policies will be governed in accordance to the SPPRA.
20. General Sales Tax will be paid on applicable items only by the company/firm/agency.
21. SHC reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA. SHC, also reserve the right to issue Purchase Order for any single item to different lowest responsive bidders or issue Purchase Order for all the items to any lowest responsive bidder.
22. The contractor/ supplier will be liable for any mistakes in calculation of price/ rate and amount and shall be liable to suffer the loss arises at any stage of contract, due to mistakes in calculation or tax rates.
23. All Government taxes (including Income tax and stamp duty), levies and charges will be charged as per applicable rates // Work Order.
24. The contractor shall pay all the cost for preparation of legal documents of contract.
25. SSPRA Rules will be followed for all other terms and conditions not specified/ mentioned/ ambiguous in this tender document. Kindly read SPPRA Rules for further details.
26. Penalty will be imposed as under:-

<b>Link Down age on per month basis</b>	<b><i>Penalty Percentage</i></b>
Less than or equal to 3 Hours Monthly	No Penalty
Greater than 3.1 Hours and Less than or equal to 6 Hours Monthly	2 % of Monthly Invoice
Greater than 6.1 Hours and Less than or equal to 10	5 % of Monthly Invoice

Hours Monthly	
Greater than 10.1 Hours and Less than or equal to 15 Hours Monthly	10 % of Monthly Invoice
Greater than 15.1 Hours and Less than or equal to 20 Hours Monthly	20 % of Monthly Invoice
Greater than 20.1 Hours and Less than or equal to 30 Hours Monthly	30 % of Monthly Invoice
Greater than 30.1 Hours and Less than or equal to 40 Hours Monthly	40 % of Monthly Invoice
Greater than 40.1 Hours and Less than or equal to 50 Hours Monthly	50 % of Monthly Invoice
Greater than 50.1 Hours and Less than or equal to 60 Hours Monthly	60 % of Monthly Invoice
Greater than 60 hours	100 % of Monthly Invoice

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

Stamp & Signature

### 7. FORMAT OF BID FORM

To,  
The Learned Registrar,  
High Court of Sindh,  
Karachi

Sir,

Having examined the bidding documents, we, the undersigned, offer our services for the  
"\_\_\_\_\_ "in conformity with the said bidding documents for the Total Bid Price of Pak  
Rupees (in figures \_\_\_\_\_ in words \_\_\_\_\_)  
or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and  
made part of this bid.

We undertake, if our bid is accepted, to complete the works in accordance with the Contract Execution  
Schedule. If our Bid is accepted, we will provide the performance security in the sum equivalent to 10%  
for the due performance of the Contract.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening of  
the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before  
the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance  
thereof in your Notification of Contract Award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this-----day of -----2018

**WITNESS**

Signature -----

Name -----

Title -----

Address -----

**BIDDER**

Signature -----

Name -----

Title -----

Address -----

**8. BID SECURITY FORM**

**WHEREAS** [Name of Bidder] (hereinafter called "**the Bidder**") has submitted its bid  
dated [date] for the "**Hiring of Fiber Optic Internet Services**", (hereinafter called "**the Bid**").

**KNOW ALL MEN** by these presents that we [Name of the Bank] of [Name of Country]  
having our registered office at [Address of Bank] (hereinafter called "**the Bank**") are bound into the  
Registrar, High Court of Sindh, Karachi, Pakistan (hereinafter called "**the Purchaser**") in the sum of ----  
-----, for which payment well and truly to be made to the said  
Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this-----day of-----, 2018

**THE CONDITIONS** of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the  
Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the  
period of bid validity:
  - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions  
to Bidders; or
  - (b) Fails or refuses to execute the Contract Form, when requested. or

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

By  [Bank]   
(Title)  
Authorized Representative

9. PERFORMANCE SECURITY FORM

To,  
The Learned Registrar,  
High Court of Sindh,  
Karachi

WHEREAS [Name of the Contractor] hereinafter called "the Contractor" has undertaken, in pursuance of the bid for " \_\_\_\_\_ ", dated \_\_\_\_\_ 2018, (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of [Amount of the guarantee in words and figures] , and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ day of \_\_\_\_\_, 2018, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Seal \_\_\_\_\_